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S106 763

DATED 13th November 1997

Between

(1)	The Owners:	BRYANT HOMES SOUTHERN LIMITED WEST SUSSEX COUNTY COUNCIL BENJAMIN CHARLES FARHALL and KIM-JEAN FARHALL
(2)	The Applicant:	BRYANT HOMES SOUTHERN LIMITED
(3)	The Highway Authority:	WEST SUSSEX COUNTY COUNCIL
(4)	Local Planning Authority:	HORSHAM DISTRICT COUNCIL

AGREEMENT

under the Town and Country Planning
Act 1990 Section 106 and other powers
Land at: Forest Road Horsham West Sussex

I.R. Davison M.A.
Chief Solicitor
Horsham District Council
Park House, North Street
Horsham, West Sussex RH12 1RL
DX57609 Horsham 6
Reference IRD/P(AGT)446
Committee: Planning and Development Committee
Date : 25.3.97
Minute No: 2106
T:\Legal/FOREST

AGREEMENT dated 13th November 1997 between

(1) The Owners: BRYANT HOMES SOUTHERN LIMITED whose registered office is Popes Manor Murrell Hill Lane Binfield Bracknell Berkshire RH12 5DA

WEST SUSSEX COUNTY COUNCIL of County Hall Chichester West Sussex PO19 1RQ

BENJAMIN CHARLES FARHALL and KIM-JEAN FARHALL of 50 Forest Road Horsham West Sussex RH

(2) The Applicant: BRYANT HOMES SOUTHERN LIMITED whose registered office is at Popes Manor Murrell Hill Lane Binfield Bracknell Berkshire RG12 5DA

(3) The Highway Authority: WEST SUSSEX COUNTY COUNCIL of County Hall Chichester West Sussex PO19 1RQ

(4) The Local Planning Authority: HORSHAM DISTRICT COUNCIL of Park House North Street Horsham West Sussex RH12 1RL

1. **Definitions**

In this Agreement:

1.1 whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

1.2 a reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it

1.3 in circumstances where the provisions of this Agreement require the agreement or consent of another party such agreement or consent shall not unreasonably be withheld or delayed

1.4 reference to numbers of occupations are references to the occupation of non-social houses

1.5 'agreed' or 'approved' means in writing

1.6 'the Application' means the application (HU/357/96) made by the Applicant concerning the Application Site for planning permission for the construction of 127 dwellings (126 houses and one bungalow) and all associated works (including new highway access from Forest Road) following the demolitions of two dwellings (52 and 54 Forest Road) plus the laying out of informal public open space

1.7 'the Applicant' means Bryant Homes Southern Limited

1.8 'the Application Site' means the land edged red on Plan No 2

1.9 'the Blue Land' means the land at Forest Road Horsham West Sussex shown for identification purposes only edged blue on Plan No 1

1.10 'Children's Play Area' means the children's play area identified in Clause 5.1

1.11 'the Community Centre Site' means the site for a community centre identified in Clause 7

1.12 'the Development' means the development of the Application Site proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with that permission

1.13 'fully serviced' means provided with :

1.13.1 foul and surface water services connected to public foul and surface water services of sufficient capacity to serve the Community Centre Site and the Scout Hut Site to points adjacent to the boundaries of those sites

1.13.2 all other mains services (including gas electricity water and telecommunications) to serve the Community Centre Site and the Scout Hut Site to points adjacent to the boundaries of those sites]

1.13.3 unimpeded and convenient pedestrian and vehicular access to and egress from a public highway maintainable at public expense

1.14 'the Highway Authority' means West Sussex County Council

1.15 'Informal Public Open Space Area A' means the informal public open space area identified in Clause 6.1 being part of the land edged brown on Plan No 3

1.16 'Informal Public Open Space Area B' means the informal public open space area at Severals Bottom identified in Clause 6.6 and edged green on Plan No 3

1.17 'Kickabout Area' means the kickabout area identified in Clause 5.6

1.18 'the Local Planning Authority' means Horsham District Council

1.19 'the Orange Land' means the land at 50 Forest Road Horsham West Sussex shown for identification purposes only edged orange on Plan No 1 and comprised partly within title no. WSX 191012

1.20 'the Owners' means Bryant Homes Southern Limited West Sussex County Council and Benjamin Charles Farhall and Kim-Jean Farhall and where the context so admits the persons deriving title from them to the Red Land the Blue Land and the Orange Land

1.21 'Plan No 1' means the plan showing land ownership and numbered 1 attached to this Agreement

1.22 'Plan No 2' means the plan showing the Application Site and numbered 2 attached to this Agreement

1.23 'Plan No 3' means the plan showing the site of community facilities and numbered 3 attached to this Agreement

1.24 'Plan No 4' means the plan showing the Roffey Corner junction and numbered 4 attached to this Agreement

1.25 'Plan No 5' means the plan showing traffic calming measures and numbered 5 attached to this Agreement

1.26 'Plan No 6' means the plan showing the Social Housing Land and numbered 6 attached to this Agreement

1.27 'the Red Land' means the land at Forest Road Horsham West Sussex shown for identification purposes only edged red on Plan No 1 and comprised within title numbers WSX 123190, WSX 201198, WSX 110892, WSX 177294, WSX 205697, WSX 205702

1.28 'Registered Social Landlord' means London and Quadrant Housing Trust or other registered social landlord within the meaning of the Housing Act 1996

1.29 'Scout Hut Site' means the site for youth organisations' use identified in Clause 9

1.30 'Social Housing Land' means land having an area of 0.47ha comprised within the Application Site and shown for identification purposes only edged red on Plan No 6

1.31 'Traffic Calming Scheme' means the traffic calming scheme approved by the Local Planning Authority and the Highway Authority pursuant to Clause 11.2

2. **Background**

2.1 Horsham District Council is the Local Planning Authority within the meaning of the Town and Country Planning Act 1990

2.2 West Sussex County Council is also a Local Planning Authority and is the local highway authority ('the Highway Authority') within the meaning of the Highways Act 1980

2.3 Bryant Homes Southern Limited ('the Applicant') is the freehold owner of the Red Land and has contracted to purchase the Blue Land from West Sussex County Council and the Orange Land

2.4 West Sussex County Council is the freehold owner of the Blue Land

2.5 Benjamin Charles Farhall and Kim-Jean Farhall are the freehold owners of the Orange Land

2.6 The Applicant has made the Application to the Local Planning Authority

3. **Enabling provisions and commencement**

3.1 This Agreement is made pursuant to the Town and Country Planning Act 1990 Section 106 the Local Government Act 1972 Section 111 and all other enabling powers so far as the Local Planning Authority is concerned and pursuant to the same the Local Government Act 1972 Section 123 and in relation to Clause 11 the Highways Act 1980 Section 278 so far as West Sussex County Council is concerned and has been entered into pursuant to the Local Planning Authority's Planning and Development Committee's resolution of 25th March 1997 (Minute No. 2106)

3.2 This Agreement shall come into effect upon the grant of the Application

4. **Social Housing**

The Owners agree with the Local Planning Authority:

4.1 to provide within the Application Site the Social Housing Land for the construction of 18 social housing dwellings of such size and type as shall be approved by the Local Planning Authority

4.2 prior to [31 March 1998] and at the sole cost of the Owners to:

4.2.1 provide to the adoptable standards of the Highway Authority then current a road and footpaths to the points marked AA on Plan 6 so as to enable access to and from Owlbeech Way [and/or over and along Owlbeech Way to the nearest public highway]

4.2.2 provide to the adoptable standards of the sewerage undertaker then current foul and surface water services of a sufficient capacity to serve the dwellings to be erected on the Social Housing Land as part of the Development to the points marked B and C respectively on Plan 6 or such other points on the boundary of the Social Housing Land as may be agreed between the Owners and the Registered Social Landlord

4.2.3 provide all other mains services to serve the dwellings to be erected on the Social Housing Land as part of the Development to the point marked D or B on Plan 6 or such other point on the boundary of the Social Housing Land as may be agreed between the Owners and the Registered Social Landlord

4.2.4 to procure that reputable professional consultants jointly appointed by the Owners and the Registered Social Landlord to undertake all site surveys soil contamination tests geotechnical surveys and investigations and archaeological surveys as necessary preparation for the development of the Social Housing Land as part of the Development

4.2.5 to pay or bear the cost of any works or any other thing required to be undertaken or carried out as a result of the tests and surveys procured in accordance with Clause 4.2.4

4.3 to enter into agreements under the Highways Act 1980 Section 38 and the Water Industry Act 1991 Section 104 with respectively the Highway Authority and the sewerage undertaker in such form as shall reasonably by required by them so as to secure the adoption of the highways and drainage as maintainable at the public expense

4.4 to agree with the Local Planning Authority on the identity of the Registered Social Landlord to which the Social Housing Land is to be transferred within the period of 18 months from the date of this Agreement but if no agreement has been reached at the expiration of such period of 18 months the Local Planning Authority shall nominate a Registered Social Landlord

4.5 to transfer the Social Housing Land to the Registered Social Landlord agreed or nominated in accordance with Clause 4.4 within one month of the Local Planning Authority granting its consent under Clause 4.4 or such other period as may be agreed by the Local Planning Authority at the purchase price [redacted] and on the terms and conditions set out in Schedule 7

4.6 not to occupy or cause or permit to be occupied more than 100 non-social housing dwellings (or such other number as may be agreed by the Local Planning Authority) unless and until the transfer to the Registered Social Landlord shall have been completed

4.7 not to dispose of or cause or permit the disposal of any individual dwelling built on the Social Housing Land other than by way of or in accordance with an assured tenancy or such other form of weekly tenancy agreement complying with the guidance of the Housing Corporation given under the Housing Act 1996 Section 36 to a person who is

4.7.1 is an individual and

4.7.2 is considered by the Registered Social Landlord in accordance with its rules to be in need of the accommodation provided by the dwelling and

4.7.3 is not able easily to compete in the open market for housing accommodation in the district of Horsham and has a local connection within the meaning of Clause 4.8 and

4.7.4 before taking up occupation of the dwelling has never owned a freehold or a lease exceeding three years within the immediately preceding 12 months (save that the condition shall not apply where the Local Planning Authority is satisfied that the circumstances of that person are such as to put him or her in need of housing) and

4.7.5 intends to occupy and subsequently occupies the dwelling as his or her only or principal home

4.8 for the purposes of Clause 4.6 local connection means in relation to an individual that such individual

4.8.1 immediately before taking up occupation of a social housing dwelling had his or her only or principal home in the district of Horsham for a continuous period of not less than three years or

4.8.2 or a member of his or her household has a parent adult child brother or sister whose only principal home is and has been for a continuous period of not less that three years in the district of Horsham and he or she wishes to be near that relative or

4.8.3 is and has been permanently employed in the district of Horsham for a continuous period of not less than three years

4.9 upon transfer of the Social Housing Land to the Registered Social Landlord agreed or nominated in accordance with Clause 4.5 to procure the execution by the Registered Social Landlord and delivery to the Local Planning Authority a Deed of Nomination substantially in the form set out in Schedule 1

4.10 to take all reasonable and prudent steps to avert the repossession of the Social Housing Land or any dwelling erected on the Social Housing Land by any chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale and for these purposes in the event of default under the security or likely default to co-operate fully with the Local Planning Authority and the Housing Corporation to arrange a transfer of the Social Housing Land with sitting tenants to another registered social landlord or (at the Local Planning Authority's option) to the Local Planning Authority and in particular shall inform the Local Planning Authority immediately in the event of the Owners receiving notification from such chargee or mortgagee of any breach or alleged breach by the Owners of any of their obligations under its security

4.11 that in the event of a default under any security referred to in Clause 4.10 or in other circumstances warranting the intervention of the Housing Corporation (whether or not under the Housing Act 1996 Part 1 Chapter IV or Schedule 1 Part IV) Clause 4.7 shall not prevent the transfer of the freehold of the Social Housing Land or any part to another registered social landlord

4.12 subject to and without prejudice to the powers and requirements of the Housing Corporation under the Housing Act 1996 Part 1 Chapter IV and Schedule 1 Part IV that in the event of a default under any security referred to in Clause 4.10 Clause 4.7 shall not prevent the sale of the freehold of the Social Housing Land or of any dwelling by the chargee or mortgagee in the exercise of its power of sale provided that the chargee or mortgagee shall have first following the procedure set out in Clauses 4.13 and 4.14

4.13 that the procedure referred to in Clause 4.12 shall be as follows:

4.13.1 the chargee or mortgagee shall give not less than three months' prior notice to the Local Planning Authority of its intention to exercise its power of sale to enable the Local Planning Authority to secure the transfer of the Social Housing Land to another registered social landlord or to the Local Planning Authority

4.13.2 the Local Planning Authority shall then have three months from the notice given pursuant to Clause 4.13.1 within which to respond indicating that arrangements for the transfer of the Social Housing Land can been made in such a way as to safeguard the social housing character of the Social Housing Land and of any dwelling

4.13.3 if within the three months the Local Planning Authority does not serve its response to the notice served under Clause 4.13.1 then the chargee or mortgagee shall be entitled to exercise its power of sale free of the restrictions set out in Clauses 4.7 to 4.9 inclusive

4.13.4 if within three months of the date of receipt by it of the notice served under Clause 4.13.1 the Local Planning Authority serves its response indicating that arrangements can be made in accordance with Clause 4.13.2 then the chargee or mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer

4.13.5 the Local Planning Authority shall in formulating or promoting any arrangements referred to in Clauses 4.13.2 and 4.13.4 give full consideration to protecting the interests of the chargee or mortgagee in respect of moneys outstanding under the charge or mortgage

4.13.6 if the Local Planning Authority or any other person cannot within three months of the date of service of its response under Clause 4.13.4 secure such transfer then provided that the chargee or mortgagee shall have complied with its obligations under Clause 4.13.4 the chargee or mortgagee shall be entitled to exercise its power of sale free of the restrictions set out in Clauses 4.7 to 4.9 inclusive and the requirements of Clause 4.13.8 and Clause 4.14

4.13.7 if the chargee or mortgagee does not wish to exercise its power of sale at any time after giving the notice under Clause 4.13.1 or the Local Planning Authority does not wish to continue with the exercise of its powers under Clause 4.13 after the giving of its response under Clause 4.13.2 that party shall give to the other not less than seven days' written notice of its intention to discontinue

4.13.8 in the event of the chargee's or mortgagee's exercising its power of sale the Owners shall pay to the Local Planning Authority no later than 14 days after the date of any such sale the whole amount of any grant or loan made by the Local Planning Authority pursuant to the Housing Act 1996 Section 22 together with interest thereon at the National Westminster Bank plc base rate plus 4% from the date such payment is due actual payment to the Local Planning Authority

4.14 that in the event of the Housing Corporation's exercising its right to require payment of social housing grant made in respect of the Social Housing Land in accordance with the Housing Act 1996 Section 27(2) the Owners shall pay to the Local Planning Authority on the date upon which the payment of social housing grant falls due in accordance with the Housing Corporation's direction the whole amount of any grant or loan made by the Local Planning Authority pursuant to the Housing Act 1996 Section 22 together with interest thereon at the National Westminster Bank plc base rate plus 4% from the date of the event giving rise to the Housing Corporation's powers under the said Section 22 to the date of payment to the Local Planning Authority

4.15 without prejudice to Clauses 4.10 - 4.14 to notify the Local Planning Authority immediately in the event of the service of any notice under the Housing Act 1996

Sections 40 and 41 or any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV

4.16 the provision of Clauses 4.7 to 4.15 (inclusive) shall cease to apply

4.16.1 to any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part I Chapter II has been validly exercised

4.16.2 to an Owner once that Owner has parted with all of its interest (other than a right of way or the benefit of a covenant) in the Social Housing Land except to the extent of breaches subsisting at the date of such disposal

5. **Children's Play Area etc.**

The Owners agree with the Local Planning Authority

5.1 to provide lay out and equip a Children's Play Area within the land shown edged brown on Plan No 3 in a position and in accordance with a specification approved by the Local Planning Authority the outline brief for which is set out in Schedule 2 Part I and to the Local Planning Authority's satisfaction

5.2 to provide that there is easy and unimpeded public access to the Children's Play Area

5.3 to complete the Children's Play Area in accordance with Clause 5.1 and to make the same available for use by the public before the occupation of the 75th dwelling built on the Application Site or such other time as may be agreed by the Local Planning Authority

5.4 within two months of completion of the Children's Play Area in accordance with Clause 5.1 (or such other period as may be agreed by the Local Planning Authority to transfer to same to the Local Planning Authority (or to such other body as it may direct) substantially in the form attached as Schedule 3 but subject to any additions or amendments which may be necessary to take account of the provisions of any prior disposal of the site for the Children's Play Area to any other Owner although the Children's Play Area may by agreement with the Local Planning Authority be handed over to the Local Planning Authority or other nominated body for public use and for maintenance purposes in advance of the completion of the transfer

5.5 upon the handover or transfer of the Children's Play Area referred to in Clause 5.4 (whichever shall be the earlier) to pay to the Local Planning Authority or other

nominated body the sum [redacted] by way of commuted sum for future maintenance of the Children's Play Area

5.6 to provide and lay out a Kickabout Area having an area of no less than 0.4 hectare within the land edged brown on Plan No 3 in a position and in accordance with a specification approved by the Local Planning Authority the outline brief for which is set out in Schedule 2 Part II and to the Local Planning Authority's satisfaction

5.7 to provide that there is easy and unimpeded access to the Kickabout Area

5.8 to complete the works for the Kickabout Area in accordance with Clause 5.6 and to make the same available for use by the public before the occupation of the 75th dwelling built on the Application Site or such other time as may be agreed by the Local Planning Authority

5.9 within two months of the completion of the Kickabout Area in accordance with Clause 5.6 to transfer the same to the Local Planning Authority (or to such other body as it may direct) substantially in the form attached as Schedule 3 but subject to any additions or amendments which may be necessary to take account of the provisions of any prior disposal of the site for the Kickabout Area to any other Owner although the Kickabout Area may by agreement with the Local Planning Authority be handed over to the Local Planning Authority or other nominated body for public use and for maintenance purposes in advance of the completion of the transfer

5.10 upon the handover or transfer of the Kickabout Area referred to in Clause 5.9 (whichever shall be the earlier) to pay to the Local Planning Authority or other nominated body the sum [redacted] by way of a commuted sum for future maintenance of the Kickabout Area

5.11 not to occupy or cause or permit to be occupied more than 75 dwellings (or such other number as may be agreed by the Local Planning Authority) built on the Application Site unless and until

5.11.1 the works referred to in Clauses 5.1 and 5.6 respectively shall have been completed in accordance with Clauses 5.3 and 5.8 respectively and

5.11.2 the transfers referred to in Clauses 5.4 and 5.9 shall have been completed and

5.11.3 the commuted sums payable under Clauses 5.5 and 5.10 shall have been paid

6. **Informal Open Space**

The Owners agree with the Local Planning Authority

6.1 to provide and lay out an area of informal public open space within the land shown edged brown on Plan No 3 (being for the avoidance of doubt such land edged brown less the Children's Play Area and Kickabout Area and the Scout Hut Site) including the carrying out of works in accordance with a specification approved by the Local Planning Authority an outline brief for which is set out in Schedule 2 Part III and to the Local Planning Authority's satisfaction

6.2 to provide that there is easy and unimpeded public access to the Informal Public Open Space Area A

6.3 to complete the works of provision and laying out of the Informal Public Open Space Area A in accordance with Clause 6.1 and to make the same available for use by the public on or before 31st March 1999 or such other time as may be agreed by the Local Planning Authority

6.4 within two months of the completion of the works in accordance with Clause 6.3 (or such other period as may be agreed by the Local Planning Authority) to transfer the Informal Public Open Space Area A to the Local Planning Authority (or to such other body as it may direct) substantially in the form attached as Schedule 4 but subject to any additions or amendments which may be necessary to take account of the provisions of any prior disposal of the Informal Public Open Space Area A to any other Owner although the Informal Public Open Space Area A may by agreement with the Local Planning Authority be handed over to the Local Planning Authority or other nominated body for public use and for maintenance purposes in advance of the completion of the transfer

6.5 upon the handover or transfer of the Informal Public Open Space Area A referred to in Clause 6.4 (whichever shall be the earlier) to pay to the Local Planning Authority or other nominated body the sum [redacted] by way a commuted sum in respect of future maintenance of the Informal Public Open Space Area A

6.6 upon the handover or the transfer of Informal Public Open Space Area A referred to in Clause 6.4 (whichever shall be the earlier) to pay to the Local Planning

Authority the sum [redacted] in respect of works to Informal Public Open Space Area B to be undertaken by the Local Planning Authority

6.7 not to occupy or cause to permit to be occupied after 31st March 1999 or such other date as may be agreed by the Local Planning Authority any dwellings built after the date of this Agreement on the Application Site and not sold or subject to a binding contract for sale on the 31st March 1999 unless and until

6.7.1 the works referred to in Clause 6.1 shall have been completed in accordance with Clause 6.3 and

6.7.2 the transfer referred to in Clause 6.4 shall have been completed and

6.7.3 the commuted sum payable under Clause 6.5 and the sum payable under Clause 6.6 shall all have been paid

7. **Provision of Community Centre Site**

The Owners agree with the Local Planning Authority

7.1 subject to Clause 8 to provide a fully serviced site having an area of not less than 0.588ha in the approximate position shown edged pink on Plan No 3 for the purpose of a community centre for which an outline brief is set out at Schedule 5 to the satisfaction of the Local Planning Authority

7.2 subject to Clause 8 to make available to the Local Planning Authority the fully serviced Community Centre Site referred to in Clause 7.1 by no later than 31st March 2000

7.3 to enable the Local Planning Authority to determine whether or not to exercise its rights under Clause 8

7.3.1 to submit to the Local Planning Authority an application for full planning permission for the development of the Community Centre Site by the erection of 18 dwellings at a density and of designs similar to those proposed as part of the Development by no later than 1st April 1998 and

7.3.2 to give to the Local Planning Authority not less than six months' prior written notice of the Owners' intention to commence works for making available the Community Centre Site in accordance with Clause 7.1 but such notice shall not be given to the Local Planning Authority before 1st October 1998

7.4 in the event of the Local Planning Authority's not exercising its rights under Clause 8 to give to the Local Planning Authority not less than one month's prior written notice of the availability of the Community Centre Site

7.5 within two months of the expiry of the notice given pursuant to Clause 7.4 (or such other period as may be agreed by the Local Planning Authority) or the acceptance as satisfactory by the Local Planning Authority pursuant to Clause 7.1 (whichever shall be the later) to transfer the Community Centre Site to the Local Planning Authority (or to such other body as it may direct) substantially in the form attached as Schedule 6 but subject to any additions or amendments which may be necessary to take account of the provisions of any prior disposal of the Community Centre Site to any other Owner

8. **Alternative community centre provision**

The Local Planning Authority shall have the right to secure the provision of a community centre elsewhere in Roffey or to make alternative arrangements and should it so determine the following provisions shall apply:

8.1 The Local Planning Authority may at any time but not later than the expiry of any notice given under Clause 7.3.2 and at its discretion release the Owners from their obligations under Clause 7 and shall effect such release by notice to the Owners

8.2 The Owners shall pay to the Local Planning Authority the sum [redacted] within 28 days of the grant of planning permission for the residential development of the Community Centre Site

8.3 The Local Planning Authority agrees with West Sussex County Council to make available and to apply the said sum [redacted] for the purpose of providing a community centre elsewhere in Roffey or making appropriate alternative arrangements Such sum shall be made available for expenditure during the financial year in which it becomes payable to the Local Planning Authority and in the event that such sum is not spent on community provision in any particular year the balance shall be rolled forward to the next financial year

8.4 West Sussex County Council agrees with the Local Planning Authority to make available and to apply a sum [redacted] (or such lesser sum as will suffice) for the purpose of providing fully a youth centre at a site in Roffey as part of the Local Planning Authority's Roffey regeneration scheme or in such other location

as may be agreed between the Local Planning Authority and West Sussex County Council Such sum shall be made available for expenditure during the financial year in which the sum referred to in Clause 8.2 becomes payable to the Local Planning Authority and in the event that such sum is not spent on youth provision in any particular year the balance shall be rolled forward to the next financial year

8.5 In the event of planning permission for the residential development of the Community Centre Site not be granted before 1st April 1999 the requirements of Clauses 7.1 and 7.2 and 7.4 and 7.5 shall apply

8.6 In the event of the Local Planning Authority's Roffey regeneration scheme not proceeding within seven years of the date of this Agreement:

8.6.1 the Local Planning Authority shall be released from the requirements of Clause 8.3

8.6.2 West Sussex County Council shall be released from the requirements of Clause 8.4 provided that the funds to be applied under Clause 8.4 shall be applied to youth provision (or such other purpose as may be agreed between the Local Planning Authority and West Sussex County Council) within the parish of North Horsham or the unparished area of Horsham Town within three years of the date when the release becomes effective

9. **Provision of Scout Hut Site**

The Owners agree with the Local Planning Authority and West Sussex County Council

9.1 to provide a fully serviced site having an area of not less than 0.08 ha within the land edged brown on Plan No 3 for the purpose of erecting a building for youth organisations' use together with appropriate car parking to the satisfaction of the Local Planning Authority and West Sussex County Council

9.2 to make available to West Sussex County Council the fully serviced Scout Hut Site referred to in Clause 9.1 by no later than 31st March 1999

9.3 to give to West Sussex County Council and the Local Planning Authority not less than one month's prior written notice of the availability of the Scout Hut Site

9.4 within two months after the notice given pursuant to Clause 9.3 or the acceptance as satisfactory by West Sussex County Council (whichever shall be the later) to transfer the Scout Hut Site to West Sussex County Council (or to such other body as it may direct) substantially in the form attached as Schedule 6 but subject to any

additions or amendments which may be necessary to take account of the provisions of any prior disposal of the Scout Hut Site to any other Owner

10. **Financial contribution to community facilities**

The Owners agree with the Local Planning Authority

10.1 to pay to the Local Planning Authority in the following manner financial contributions totalling [redacted] towards the provision of community facilities on the Application Site or at the Local Planning Authority's discretion elsewhere:

10.1.1 [redacted] on the date of this Agreement

10.1.2 [redacted] within seven days of the practical completion of the 50th dwelling built on the Application Site

10.1.3 [redacted] within seven days of the practical completion of the 100th dwelling built on the Application Site

10.2 to enable the Local Planning Authority to ascertain the dates of practical completion mentioned in Clause 10.1 to give to the Local Planning Authority not less than seven days' prior written notice of the expected date of practical completion in either case and in the event of the Owners not giving such notice the Local Planning Authority shall be entitled in its discretion to determine the date in either case of practical completion

10.3 in the event of a failure to pay the due sum on the due date to pay interest on the sum due at the rate of 4% above the National Westminster Bank plc base rate from the due date until payment

10.4 not to occupy nor cause or permit to be occupied more than 50 dwellings built on the Application Site unless and until the obligations in Clauses 10.1.1 and 10.1.2 and 10.3 shall have been complied with and not to occupy nor cause or permit to be occupied more than 100 dwellings built on the Application Site unless and until the obligations in Clauses 10.1.1 10.1.2 10.1.3 and 10.3 shall have been complied with

11. **Highway and traffic calming works**

The Owners agree with the Local Planning Authority and the Highway Authority

11.1 on the date of this Agreement to pay to the Highway Authority the sum [redacted] as a contribution towards works to the traffic signals and junction at Roffey Corner the site of which is shown for identification purposes only on Plan No 4

11.2 within six months of the date of this Agreement to submit to the Local Planning Authority and the Highway Authority for their approval a scheme for traffic calming measures in Church Road Beech Road and Forest Road Roffey Horsham Such scheme shall include the requirements shown on Plan No 5 together with any amendments to those requirements as may be agreed by the Local Planning Authority and the Highway Authority

11.3 within 12 months of the date of approval of the Traffic Calming Scheme by the Local Planning Authority and the Highway Authority (whichever approval shall be the later) to proceed diligently with and to complete the same in accordance with the requirements of such scheme to the satisfaction of the Highway Authority

11.4 not to occupy nor cause or permit to be occupied more than 75 dwellings built on the Application Site unless and until the obligations in Clause 11.3 shall have been complied with

11.5 before commencing any works for the implementation of the Traffic Calming Scheme or other works within the public highway to enter into any further agreements with and to comply with the requirements of the Highway Authority

11.6 not to cause or permit access to the Application Site for construction traffic other than directly from Forest Road except that access for construction traffic serving the Social Housing Land and the Children's Play Area the Kickabout Area the Informal Open Space Areas the Community Centre Site and the Scout Hut Site may be taken from Owlbeech Way

11.7 to provide to adoptable standards a means of vehicular and pedestrian access to the point marked 'X' on Plan No 2 on the eastern side of the Application Site for the purpose of access to and egress from land at Pinetops adjoining to the east and to make available access to and egress from such adjoining land on and over the estate roads built or to be built on the Application Site to the public highway but the obligations imposed by this Clause 11.7 shall not prevent the Owners from seeking and securing from the Owners of such adjoining land an appropriate consideration for the grant of the relevant rights to pass over the Application Site

12. **Ecological Surveys etc**

The Owners agree with the Local Planning Authority:

12.1 to carry out the Development having regard to such ecological safeguards as may have been approved by the Local Planning Authority

12.2 within one month of the date of this Agreement to submit to the Local Planning Authority for its approval a draft landscape plan to include proposals for landscaping the Application Site and its subsequent management and maintenance

12.3 to implement the Landscape Management Plan approved by the Local Planning Authority in accordance with the requirements of the approved Landscape Management Plan and generally to carry out the Development having due regard to the approved Landscape Management Plan

13. **VAT**

Value Added Tax shall where applicable be payable in addition to sums payable under this Agreement but Value Added Tax shall not be levied on the consideration for the Social Housing Land

14. **Notices**

Notices required to be served under this Agreement shall be valid and effective if sent by prepaid registered post or delivered by hand to any party at the address set out in this Agreement or such others address as may be notified in writing

15. **Costs**

The Applicant agrees with the Local Planning Authority and West Sussex County Council to pay the legal costs which the Local Planning Authority and West Sussex County Council incur in preparing and entering into this Agreement

16. **Headings**

The headings in this Agreement shall not be construed as part of this Agreement

17. **Agreements and declarations**

The parties agree:

17.1 nothing in this Agreement constitutes planning permission

17.2 nothing in this Agreement fetters or restricts the exercise by the Local Planning Authority or the Highway Authority of any of their respective powers

17.3 the obligations contained in Clauses 4 to 12 inclusive are planning obligations for the purpose of the Town and Country Planning Act 1990 Section 106

17.4 this Agreement constitutes a deed

17.5 this Agreement is enforceable by the Local Planning Authority and additionally in respect of Clauses 8 and 9 West Sussex County Council and Clause 11 the Highway Authority

SEALED with the CORPORATE
SEAL of BRYANT HOMES (SOUTHERN)
LIMITED in the presence of :

[redacted]

Direct[redacted]

Secretary

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

[redacted]

County Secretary

Signed as a Deed by
BENJAMIN CHARLES FARHALL
in the presence of:

[redacted]

Signed as a Deed by
KIM-JEAN FARHALL
in the presence of:

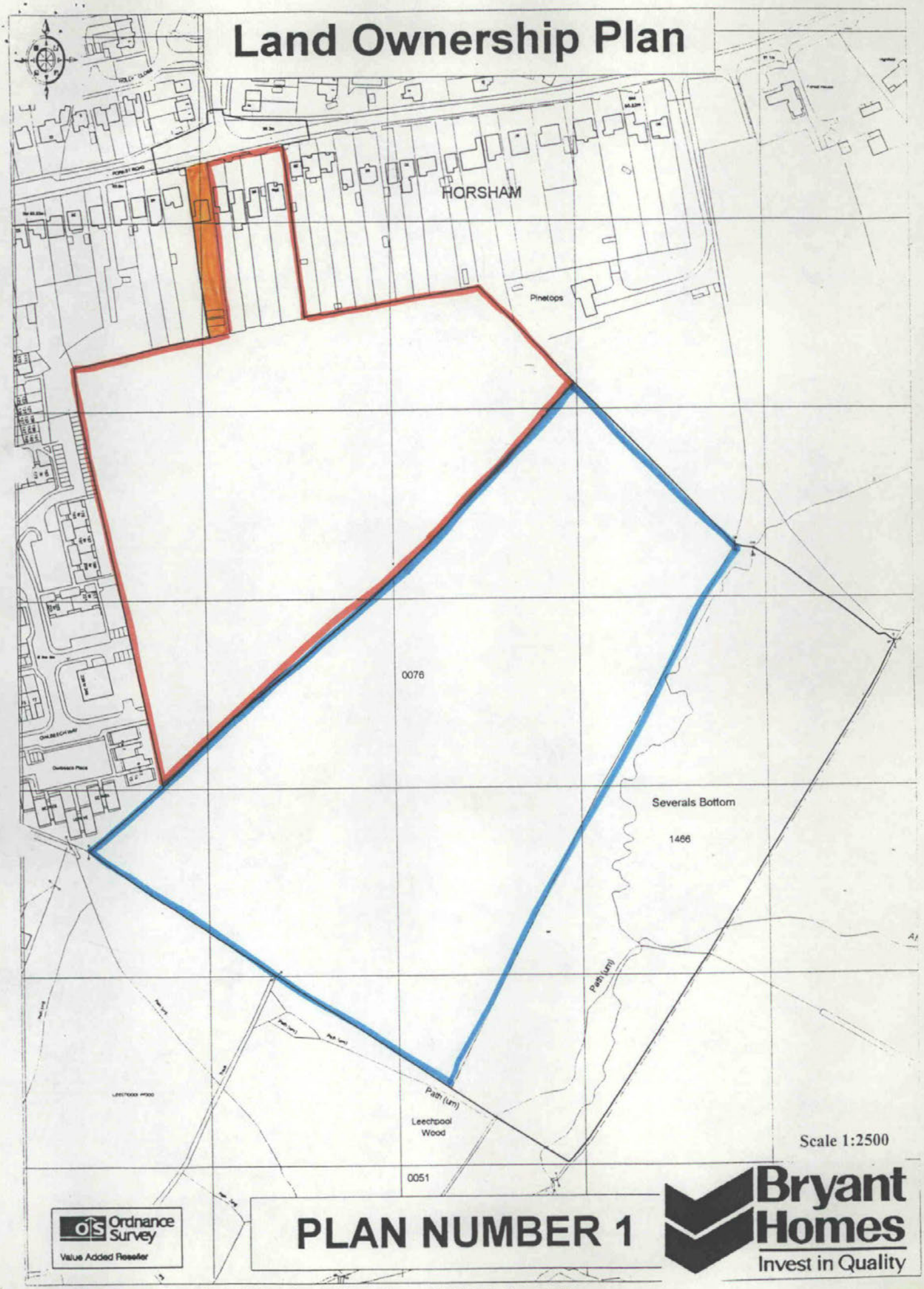
[redacted]

SEALED with the COMMON SEAL
of HORSHAM DISTRICT COUNCIL
in the presence of

[redacted]

~~Director of Law and Economic Development~~/Chief Solicitor

Land Ownership Plan



Scale 1:2500

Ordnance Survey
Value Added Reseller

PLAN NUMBER 1

Bryant Homes
Invest in Quality

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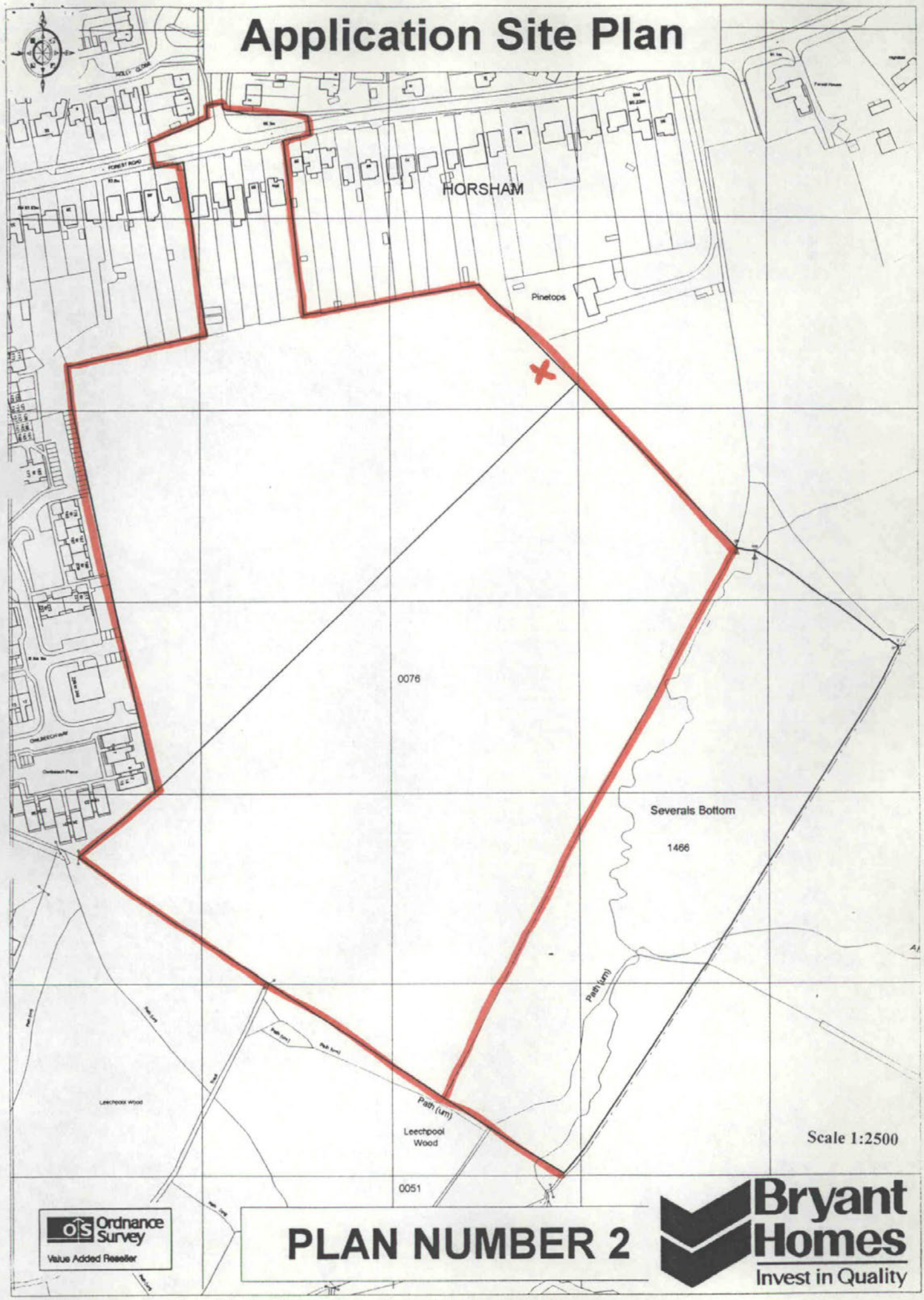
Application Site Plan



Ordnance Survey
Value Added Reseller

PLAN NUMBER 2

Bryant Homes
Invest in Quality

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Plan showing Approximate Location of Open Space and Community Facilities Including Site of Community Centre



Ordnance Survey
Value Added Reseller

PLAN NUMBER 3

Bryant Homes
Invest in Quality

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(Scales other than at Survey Scale should not be used for accurate measurement)

Site of Junction Improvements at Roffey Corner, Horsham



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Survey Scale - 1:1250 Plotted Scale - 1:1250

PLAN NUMBER 4

Ordnance Survey
Value Added Reseller

Bryant Homes
Invest in Quality